



REQUEST FOR PROPOSALS

Preparation of Project Reports and Environmental Document

For

Highway 101 Greenbrae Corridor

For the

TRANSPORTATION AUTHORITY OF MARIN

**c/o Marin County Public Works Department
3501 Civic Center Drive, Suite 304
San Rafael, CA 94903**

Key RFP Dates

Date Issued: March 7, 2006

Proposal Due Date: April 17, 2006

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**REQUEST FOR PROPOSAL
FOR PREPARATION OF PROJECT REPORTS AND ENVIRONMENTAL DOCUMENT
FOR THE HIGHWAY 101 GREENBRAE CORRIDOR**

A. INTRODUCTION / DESCRIPTION OF PROJECT AND SCOPE OF WORK

The Transportation Authority of Marin (TAM) would like to invite qualified consulting firms or consulting teams to submit a proposal to provide engineering and environmental services for the Highway 101 Greenbrae Corridor Improvement Project. The project consists of analyzing and recommending multi-modal transportation improvements to address traffic congestion within the Highway 101 Greenbrae Corridor in central Marin County. The project limits, as currently defined, extend approximately from south of the Tamalpais Drive Overcrossing in Corte Madera to north of the Sir Francis Drake Boulevard/Highway 101 Interchange in Larkspur.

The scope of work includes preparation of Project Report(s) and Environmental Document(s), including conceptual engineering drawings, for the proposed improvements. The work to be completed generally consists of:

- 1) analyzing existing transportation facilities within central Marin County including, but not limited to, Highway 101 and its associated access points/interchanges/access roads (including the Hwy101/I-580 and I-580/Sir Francis Drake Interchanges), transit facilities and their connections, and multi-use pathways;
- 2) reviewing previous reports, studies and historical documents;
- 3) assessing the operational, engineering, and environmental feasibility of the elements of these documents;
- 4) proposing, analyzing and screening new multi-modal alternatives;
- 5) performing extensive public outreach, agency coordination and community consensus building;
- 6) preparing Technical Reports and Project Report(s) to Caltrans standards; and
- 7) preparing an environmental determination(s) in accordance with the requirements of the California Environmental Quality Act (CEQA) and/or the National Environmental Protection Act (NEPA).

TAM hereby notifies all Proposers that it will affirmatively work to afford Disadvantaged Business Enterprises (DBEs) the full opportunity to submit proposals in response to this Invitation and that they are not discriminated against on the grounds of race, color, sex, national origin, religion, age, disability, ancestry, medical condition, sexual orientation or marital status, as provided for

in federal, state and local laws, in consideration for award of any contract entered into pursuant to this solicitation. Although no specific goal has been set for this contract for DBEs, the Consultant shall cooperate with TAM in meeting its commitments and objectives with regard to insuring non-discrimination in the award and administration of Authority contracts and shall use its best efforts to ensure that barriers to participation of DBEs do not exist.

B. INQUIRIES, PRE-PROPOSAL CONFERENCE AND PROPOSAL DUE DATE

For inquiries regarding this RFP, contact Bill Whitney, Project Manager, TAM, at (415) 507-2810.

A pre-proposal conference will be held at the Marin Civic Center Board of Supervisors Chambers, Room 330 on March 17, 2006 at the 2:00 PM. TAM staff and/or designees will review the project description, expected consultant services and respond to questions from attendees. The pre-proposal conference will provide all parties interested in this solicitation the opportunity to seek clarification and ask questions related to this RFP and the project in general. Interested consultants are encouraged to ask their questions at this time.

Please provide 10 copies of proposal to TAM, no later than 4:00 PM on Friday April 17, 2006. The entire proposal (excluding cover letter and Sections 7, 8 and 9, described herein under Section F: RFP Submittal Requirements) shall not exceed 35 pages. Late submittals will not be accepted and will be returned unopened to sender. Proposals should be addressed to:

Transportation Authority of Marin
Attn: Bill Whitney, Project Manager
P.O. Box 4186
3501 Civic Center Drive, Suite 304
San Rafael, CA 94913

C. PROJECT BACKGROUND

This project is part of TAM's overall plan to address traffic congestion within the Highway 101 Greenbrae Corridor by implementing a number of multi-modal improvement projects as part of an overall approach to improve mobility. The project limits, as currently defined, extend approximately from south of the Tamalpais Drive Overcrossing in Corte Madera to north of the Sir Francis Drake Boulevard/Highway 101 Interchange in Larkspur, also known as the Greenbrae Interchange.

Along Highway 101 within the project study limits, the existing highway design, including spacing between adjacent interchanges, does not meet current Caltrans freeway design standards. The present configuration contributes to daily recurring traffic congestion along the Highway 101 corridor in Central Marin, adverse impacts to local circulation and an accident history higher than average for a similar roadway. The congestion in this corridor is listed as the 8th worst in

the Bay Area. Anticipated future traffic growth will further exacerbate the deficiencies in the corridor.

For many years the communities in central Marin County have been increasingly affected by the congestion on Highway 101 and its decreased operational functionality. Travel times—as well as highway safety—have been negatively impacted for commuters traveling within the County, as well as for commuters passing through the County. As the operational efficiencies of Highway 101 continue to decline, congestion continues to worsen, negatively affecting the surrounding circulation patterns on local roads and impacting businesses and residential mobility.

General information and copies of reports related to this project can be found on TAM's website at www.tam.ca.gov >>Programs & Projects >> Regional Measure 2 Projects.

Prior Studies

- Interim Planning Report - May 2002:

In 1999, preliminary planning and engineering studies were initiated by the Marin County Congestion Agency and Caltrans to examine possible alternatives to address transportation problems in the Highway 101 Greenbrae Corridor. A series of alternatives were developed. During 2002, these alternatives were presented to the Town Council of Corte Madera and the City Council of Larkspur at a number of public meetings. In 2003, both Councils endorsed a particular option, with certain modifications. Corte Madera also expressed concern about the impacts on local road circulation of any concept that would propose to close the Madera on/off ramps.

Proposed improvements from this study included constructing a full diamond interchange at Wornum Drive to replace a number of non-conforming hook ramps on both sides of the highway, and making improvements to the Greenbrae Interchange southbound on-ramp and northbound off-ramp.

As a result of the public meetings and Council direction, the Tamalpais Drive over-crossing was added to the project limits together with considerations for local pedestrian, bicycle and local road movements.

- Multi-Modal Approach – Central Marin Ferry Connection:

In 2001, the County of Marin, the Golden Gate Bridge, Highway and Transportation District, the City of Larkspur and the Town of Corte Madera agreed to conduct a feasibility study for potential pedestrian and bicycle access improvements in the vicinity of the Larkspur Ferry Terminal. A final report was completed in 2004 that proposed six alternatives for further consideration, of which a preferred alternative was recommended.

This proposed project element will create a multi-use pathway beginning at Wornum Drive, continuing towards the north up and over the Corte Madera Creek, providing access to the Ferry Terminal and the Cal Park Tunnel Multi-Use Pathway (currently under design by others).

Recent Public Meeting

An informational meeting was held on October 20, 2005 to provide the surrounding community and interest groups with project background, history and an opportunity to express public comments. Many participants recognized that there are many existing issues and problems within this corridor and expressed comments and concerns to be considered as the process moves forward. Comments were offered in various areas such as highway access, circulation on local roads, bicycle and pedestrian safety, project costs, environmental impacts, noise impacts, project schedule and community involvement.

Project Funding

The majority of the funding for this project is from Regional Measure 2 (RM-2), a \$1.00 increase in state owned bridge tolls (not the Golden Gate Bridge). RM-2 was passed by voters in March of 2004 and is intended to fund various transportation projects that have been determined to reduce congestion, or to make improvements to travel, in the toll bridge corridors. It is anticipated at this time that the initial phases of the development of this project, including services requested under this RFP, will exclusively use RM-2 funds. The anticipated consultant budget to prepare the project reports and environmental work is estimated to be in the range of \$2.5- \$3.0 million.

The design phase of the work will also likely be paid for with RM-2 funds, while construction will be paid for with a combination of RM-2, state, and federal funds—depending on the alternative(s) selected. TAM will actively continue to seek supplemental funds for this project, including state and federal grant opportunities.

D. SERVICES TO BE PROVIDED

The selected consultant will be expected to prepare technical reports—including conceptual engineering drawings to Caltrans/FHWA standards, Project Report(s) and Environmental Document(s) in accordance with the requirements of California Environmental Quality Act (CEQA) and/or the National Environmental Protection Act (NEPA) for the proposed improvements to the Highway 101 Greenbrae Corridor in central Marin County. It is expected that the work described herein will be completed by Spring 2009. Analysis shall include a multi-use pathway currently envisioned to begin at Wornum Drive, continuing towards the north up and over the Corte Madera Creek (identified as the Central Marin Ferry Connection) providing access to the Ferry Terminal and the Cal Park Tunnel Multi-Use Pathway

This project will address the congestion on the Highway 101 corridor and related adverse impacts, by providing multi-modal transportation improvements in the corridor. The overall approach to develop this phase of the project should be consistent with context-sensitive design principles such as those described in the NCHRP Report 480, “A Guide to Best Practices for Achieving Context Sensitive

Solutions” (2002), and/or the AASHTO document, Guide to Achieving Flexibility in Highway Design (2004).

The Consultant is expected to advise TAM on the best overall strategy for environmental clearance for corridor elements to achieve necessary transportation improvements. Furthermore, as part of the environmental clearance process, the consultant is expected to develop a successful strategy for a multi-modal alternative development and screening process, and for a comprehensive and conclusive public involvement and agency coordination process. The strategy for community consensus will include consideration for prior suggestions and recommendations made on the corridor.

Services shall include, but not be limited to, the following:

First Task Order

1. Review of prior reports, studies and community input on the Corridor, assessing engineering and environmental feasibility of suggested project elements included in these documents.
2. In order to effectively define the purpose and need for one or more projects, the consultant shall conduct sufficient traffic forecasting, constraints analysis, and operational assessments in the Corridor to identify the problems and potential solutions for all modes within the Corridor, including school access and transit access. The consultant shall consider previous solutions from the planning efforts conducted in 2002-03, as well as the larger corridor in order to determine if additional alternatives should be developed. In addition to considering long-term solutions that may require several years to implement, the consultant should consider short-term operational improvements for key areas.

This initial traffic assessment shall address at a minimum:

- the Tamalpais/101 Interchange,
- the 101/ Sir Francis Drake interchange
- the I-580/101 Interchange,
- the Bellam/I-580 Interchange
- the Sir Francis Drake/I-580 Interchange
- the previously proposed Wornum Drive Interchange,
- the traffic impacts on both highway and local traffic related to closing local ramps at Madera and Lucky Drive,
- the segregation of local and regional traffic approaching the Sir Francis Drake Boulevard (Greenbrae) Interchange,
- improvements on Sir Francis Drake Boulevard (I-580 to Bon Air Rd.)
- the Sir Francis Drake/ Anderson Drive Intersection,
- access to the Larkspur Ferry terminal
- assessment of bicycle and pedestrian use in the corridor

This effort should include the development of planning-level estimates. Sufficient analyses shall be conducted to enable Corridor partners to reach consensus on improvement options and priorities, for all modes.

From the consensus package of improvements and their priorities, one or more project purpose and need statements will be developed, projects will be prioritized and tied to available funding, and detailed environmental studies shall then commence. Note that individual project elements may be considered for separate environmental actions.

3. Develop Consensus. Consultant will design and implement an extensive public outreach effort, including agency coordination, using appropriate methods and tools to gain consensus.

Note: It is anticipated that this initial task order will be completed within twelve (12) months or less. The consultant's ability to develop consensus among the stakeholders regarding the identification of projects will be essential to TAM opting to issue further Task Orders under this contract.

Future Task Orders

4. Initiation of the CEQA and/or NEPA environmental clearance process for project(s) identified in initial phase.
5. Preparation of preliminary engineering drawings/right-of-way drawings/preliminary mitigation plans to support the alternative selection process.
6. Detailed analysis of existing and proposed future transportation facilities within Central Marin County for the entire area that relates to Hwy 101 from Tamalpais Drive on the South, to Hwy 101/580 on the North, and to parallel arterials/collectors on the east and west. This analysis shall incorporate highway, local street, and multi-use pathway travel for all modes.
7. Preparation of all necessary environmental technical studies and resource agency coordination.
8. Preparation of detailed traffic studies, including the use of traffic modeling techniques to demonstrate traffic analysis issues and recommendations to reviewing agencies and the public.
9. Ongoing and extensive public outreach.
10. Extensive agency coordination with TAM; Caltrans; FHWA; County of Marin; Town of Corte Madera; City of Larkspur; Golden Gate Bridge, Highway and Transportation District; Bay Conservation and Development Commission (BCDC); regulatory agencies, and all other responsible and interested parties.
11. Preparation of Project Report(s) to Caltrans standards, including all necessary alternatives, supporting documents, preliminary design, plans and cost estimates.
12. Preparation of an environmental determination(s) in accordance with the requirements of CEQA and/or NEPA.

E. DISADVANTAGED BUSINESS ENTERPRISES (DBE) POLICY

TAM is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Policy to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating to TAM's construction, procurement, and professional services activities. To this end, TAM has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. In connection with the performance of this contract, the Consultant will cooperate with TAM in meeting these commitments and objectives.

Pursuant to 49 CFR §26.13, and as a material term of any Agreement with TAM, the Consultant hereby makes the following assurance and agrees to include this assurance in any Agreements it makes with subconsultants in the performance of this contract:

"The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Consultant or subconsultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as TAM deems appropriate."

TAM implements its DBE policy in accordance with DOT regulations, **and no contract specific DBE participation goal has been established for this contract.** However, Proposers shall cooperate with TAM in meeting its commitments and objectives with regard to ensuring nondiscrimination in the award and administration of Authority Contracts and shall use its best efforts to insure that barriers to DBE's participation do not exist. By submitting a Proposal, a Proposer is deemed to have made the foregoing assurance and to be bound by its terms. For DBE questions and assistance, contact Bill Whitney, DBE Officer, at (415) 507-2810 or bwhitney@co.marin.ca.us.

F. RFP SUBMITTAL REQUIREMENTS

Please prepare and organize a proposal based on the requirements listed below. Sections should be separated by tabs for ease of reading and evaluating.

Cover Letter

A cover letter shall be provided transmitting the consultant proposal for consideration. The cover letter shall be signed by the person authorized to negotiate a contract for proposed services with TAM on behalf of submitting firm/team.

Section 1 – Firm / Team Overview

Provide a brief firm overview of prime (lead) consultant(s) and subconsultants, as necessary. Overview to include information on staff in firm(s) and the types of services provided. Provide information on where services are anticipated to be performed for this proposal.

Section 2 – Organization Chart

Provide a team organization chart including names/firm identified to perform services on project. Chart shall specifically identify role of all proposed key team members, in addition to other staff shown available for the project. Unless beyond the consultant's control, it is expected the team proposed under this RFP is to remain throughout the duration of the project. Replacement of key staff without consultation with the TAM will not be permitted.

Section 3 – References

Provide:

- a. Short relevant qualification statement for each key team member. (Long resume for key members to be included in Section 9.) Include at least three (3) relevant references (name, affiliation and current phone number) for each key staff member.
- b. A description of at least three (3) relevant projects performed by each firm included in the consultant team. Projects included should emphasize services performed similar to those requested under this RFP. Each project description shall include client reference (name, affiliation and current phone number) and a list of any team members shown on Section 2 - Organization Chart who worked on project.

Section 4 – Project Understanding & Approach

Describe your firm/team's understanding of the work to be performed and identify approach for services and/or issues anticipated for this project that are key to its success. In addition to items identified by Consultant, please include information within your discussion under this section, on approach to the following (listed in no specific order):

- a. Determination of needed traffic assessment/analysis that will be done as the first order of work.
- b. Process for identification of project(s) purpose & need.
- c. Anticipated options and/or methodology for determination of appropriate environmental clearance document(s) for project.
- d. Implementation of context-sensitive design principles and community consensus building.

- e. Alternative identification and screening process, in light of prior work performed in corridor.
- f. Development of prudent alternative cost estimates.
- g. Determination and identification of project risks and related management and/or mitigation steps
- h. Process for prioritizing improvements with respect to potential funding.
- i. Considerations for alternative modes of travel.
- j. Effective coordination and communication with project stakeholders included sponsoring and regulatory agencies, local community members and interested members of the public.

Section 5 – Project Management and Staff Availability

Describe Project Manager's and firm/team support , approach, and availability to managing project to ensure effort is completed on schedule and within established budget. Discussion should specifically address approach to working with TAM on management of level of effort, deliverables and expectations, as work progresses and scope of services becomes more defined. This is a critical item for TAM.

Describe firm/team, and specifically individual key team members, projected workload and capacity to complete the project according to proposed schedule.

Section 6 – Proposed Work Program Scope / Schedule / Hours Budget

Provide a detailed description of assumed services (or range of possible services that may be needed as work becomes more defined) anticipated to be performed for project. Description shall include:

- a. Identification of major tasks, or range of possible tasks, anticipated to complete project. Identify elements to be included in the first Task Order, as previously described, and elements to be included in future Task Orders.
- b. A schedule of expected Agency/ Community meetings and consensus building workshops anticipated to advance associated major tasks in Task Order #1.
- c. Estimated milestone delivery schedule, based on tasks identified above, for the entire process. In addition, provide a detailed schedule for Task Order #1.
- d. Anticipated level of effort in terms of hours estimated to perform the services—based on tasks identified above—for Task Order #1. Include information for anticipated level of effort for key staff members.

Section 7 (Optional) – Other Information

Provide any additional relevant information that may be useful in this proposal (not to exceed 2 pages).

Section 8 – Professional Services Contract

Please indicate your willingness to accept the terms and conditions in the Standard Short Form Contract (Attached) or list those to which you take exception, and—as appropriate—provide proposed alternate wording. **It is not TAM's intent to make substantial changes to the Standard Short Form Contract.**

It is TAM's intent to perform the work described in this RFP on a Task Order basis.

Section 9 – Resumes

Provide firm/team resumes. Consultant is encouraged to limit descriptions on resumes to relevant information.

G. METHOD / CRITERIA FOR SELECTION

Consulting firms/teams interested in being considered for selection to perform services under this RFP must submit a proposal in compliance with this notice. Based on the evaluation of submitted proposals, a list of the top qualified Consultants will be established. The top qualified Consultants will be requested to participate in an oral presentation. Upon completion of the proposal evaluations and interviews, the Consultants will be ranked and the top ranked firm will be identified. Additional interviews may be required. If for any reason an acceptable contract cannot be negotiated with the top ranked Consultant, negotiations will commence with the next ranked Consultant, and so on.

The following criteria will be considered in the selection of the Consultant firm/team (relative weights as shown):

Understanding and approach to successful delivery of this project	20
Similar project experience	15
Qualifications and availability of project team members, including specific relevant experience of key team members	15

Demonstrated approach to managing project scope, schedule and budget to deliver project expeditiously	15
Public Outreach, experience, and approach to accomplish community consensus	15
Experience with FHWA, Caltrans, Regulatory Agencies and other relevant agencies	10
Capability of developing innovative / context-sensitive design	10
Total	100

Selection Process Dates:

March 7, 2006	Release RFP
March 17, 2006	Pre-proposal conference will be held at the Marin Civic Center Board of Supervisors Chambers, Room 330 on March 17, 2006 at the 2:00 PM
April 17, 2006	Proposals Due, No Later Than 4:00 PM at the offices of the Transportation Authority of Marin, c/o Marin County Public Works Department 3501 Civic Center Drive, Suite 304 San Rafael, CA 94903
Early May 2006	Consultant Team Interviews
Mid -May 2006	Consultant Selection and Contract Negotiation Period
Late – May 2006	Notice of Intent to Award Contract Issued to Selected Consultant
June 22, 2006	Anticipated Contract Approval Date by TAM Board

H. OFFICE SPACE AVAILABLE TO CONSULTANT

TAM is currently in the process of establishing a permanent office location for its staff and organizational activities. TAM is proposing to offer office space to key consulting staff members to facilitate with the project development. It is envisioned that staff members such as the project manager and/or task managers utilize the TAM office for a portion of their dedicated project time.

This item can be negotiated further as the task elements and team members are defined.

TAM estimates that up to four office spaces will be available to the consulting team. Should the consulting team and TAM mutually agree that co-habitation would benefit and enhance project delivery, a sublease agreement will be required.

The offer of office space includes appropriate office furniture, a telephone, internet access and related support. The consultant shall supply computers, software, and all other equipment and supplies necessary to carry out the scope of work.

I. ATTACHMENT:

TAM Standard Short Form Contract

Dept Contract Log # _____

**TRANSPORTATION AUTHORITY OF MARIN
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the TRANSPORTATION AUTHORITY OF MARIN, hereinafter referred to as "TAM" and _____, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, TAM desires to retain a person or firm to provide the following services: _____; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by TAM, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The TAM agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide TAM with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO TAM:

In no event will the cost to TAM for the services to be provided herein exceed the maximum sum of \$_____ including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on _____, and shall terminate on _____. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to TAM. The general liability policy shall be endorsed naming the TRANSPORTATION AUTHORITY OF MARIN as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the TAM prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to TAM of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the TAM, its employees, officers, and agents, harmless and defend the TAM against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. TAM agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, TAM may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The TAM shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.
(see sample form: ISO - CG 20 10 11 85).

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to TAM prior to commencement of work.

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed \$2,500 unless approved by the TAM.

6.4.a Professional Liability Insurance.....☐ **(check box if required)**

*Deductibles greater than \$2,500 require Insurance Reduction/Waiver form (**Exhibit "C"**) to be completed.

6.4.b Maritime Insurance.....☐ **(check box if required)**

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the TAM except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the TAM evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the TAM.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit TAM to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at TAM's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from TAM. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the TAM. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to TAM without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the TAM may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the TAM. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and worker's compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to TAM, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold TAM, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws (including, but not limited to the TRANSPORTATION AUTHORITY OF MARIN Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the TAM's contact person referenced in paragraph 20. NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on TAM's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to TAM at the following location:

Contract Manager: _____

Dept./Location: _____

Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No.: _____

21. ACKNOWLEDGEMENT OF EXHIBITS

CONTRACTOR'S INITIALS

<u>EXHIBIT A.</u>	<input type="checkbox"/>	<u>Scope of Services</u>
<u>EXHIBIT B.</u>	<input type="checkbox"/>	<u>Fees and Payment</u>
<u>EXHIBIT C.</u>	<input type="checkbox"/>	<u>Insurance Reduction/Waiver</u>

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**APPROVED BY
TRANSPORTATION AUTHORITY OF MARIN:**

By: _____
CHAIR, STEVE KINSEY

CONTRACTOR:

By: _____
Name: _____
Telephone No.: _____

=====

TAM COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason applies)
REASON(S) REVIEW:

- ☐ **Standard Short Form Content Has Been Modified**
☐ **Optional Review by TAM Counsel at Department's Request**

TAM Counsel: _____

Date: _____

EXHIBIT "A"

SCOPE OF SERVICES (required)

It is the architect/engineer's responsibility to design all projects in compliance with the most stringent criteria of all applicable codes, including, but not limited to California Building Code - Title 24, Americans with Disabilities Act (ADA), and ADA Accessibility Guidelines (ADAAG). Should any of the applicable codes conflict; the stricter requirement shall be met.

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE (required)

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: _____

CONTRACT TITLE _____

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____